



Date: 10 July 2017

REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

Subject: *Provision of AliceGhan Livelihoods Survey*
Reference: *UNDP/AFG/RFP/2017/0000001441*

Dear Mr. /Ms.: Bidder

The United Nations Development Programme (UNDP) Afghanistan Country Office hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Letter of Invitation
- Annex 1 - Description of Requirements
- Annex 2 - Terms of Reference
- Annex 3 - Forms for Submitting Service Provider's Proposal
- Annex 4 - Proposal Submission Form
- Annex 5 - General Terms and Conditions
- E-tendering Instructions Manual for Bidders
- FAQ for Bidders

Your offer, comprising of documents stated in this RFP, should be submitted to UNDP Afghanistan in accordance with the Annex 1 (Description of Requirements) through the **"UNDP ATLAS E-tendering system"** (<https://etendering.partneragencies.org>).

The step by step instructions for registration of bidders and proposal submission through the UNDP ATLAS E-tendering system is available in the **"Instructions Manual for the Bidders"**, attached with this RFP. Should you require any training on the UNDP ATLAS E-tendering system or face with any difficulties when registering your company or submitting your proposal, please send an email to the E-tendering helpdesk at procurement.af@undp.org or call [+93728999766](tel:+93728999766) during office hours to request for help.

The proposers are advised to use Internet Explorer (Version 10 or above) to avoid any compatibility issues with the e-tendering system.

No hard copy or email submissions will be accepted by UNDP.

Kindly go through this invitation letter and other documents attached here to this RFP. Should you have any questions or require any clarification, please feel free to email your questions/clarifications to the procurement officer at procurement.af@undp.org. The subject of the email should be UNDP/AFG/RFP/2017/0000001441.

UNDP looks forward to receiving your proposal and thanks you in advance for your interest in UNDP procurement opportunities.



Sincerely yours,

Head of SCMO
7/10/2017

Annex 1: Description of Requirements

Context of the Requirement	<i>Provision of AliceGhan Livelihoods Survey</i>
Implementing Partner of UNDP	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Brief Description of the Required Services ¹	<i>Please refer to Terms of Reference at the end of Annex-2</i>
List and Description of Expected Outputs to be Delivered	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Person to Supervise the Work/Performance of the Service Provider	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Frequency of Reporting	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Progress Reporting Requirements	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Location of work	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Expected duration of work	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Target start date	25 August 2017
Latest completion date	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Travels Expected	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Special Security Requirements	The contractor will be responsible for security of its staff.
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (US\$) <i>(for companies registered outside Afghanistan)</i> <input checked="" type="checkbox"/> Local Currency (AFN) <i>(for companies registered under Afghanistan Government Authority)</i>

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	For evaluation purposes, the bids submitted in other currencies will be converted to US\$ using the UN Operational Exchange Rate. <i>Reference date for determining UN Operational Exchange: July 2017</i>
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Payment Terms ²	Please refer to Terms of Reference at the end of Annex-2
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<i>Please refer to Terms of Reference at the end of Annex-2</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<u>Technical Proposal: Minimum 70% score to qualify</u> <input checked="" type="checkbox"/> Expertise of the Firm (30 points) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (40 points) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (30 points) <u>Financial Proposal</u> Lowest priced offer shall be recommended for award.
Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, <input checked="" type="checkbox"/> At-least 2 similar contracts for the past 5 years, including their value and duration <input checked="" type="checkbox"/> Up to date Certificate of Registration of the business from relevant authority. <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 03 (three) Clients for media related service. <input checked="" type="checkbox"/> Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references; <input checked="" type="checkbox"/> Structure of the team, including the names, position in the team

² UNDP shall not to pay any amount in advance upon signing of contract.

	<p>and CVs of Key personnel:</p> <ul style="list-style-type: none"> • 1 x Team Leader • 1 x Team Expert
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Contact Person for Inquiries (Written inquiries only) ³	<input checked="" type="checkbox"/> by email to: procurement.af@undp.org
Deadline of Submission	<p>Date and Time: As specified in the E-Tendering system (note that time zone indicated in the system is New York Time zone).</p> <p>PLEASE NOTE: -</p> <ol style="list-style-type: none"> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
Allowable Manner of Submitting Proposals	Online bidding in E- tendering system/ module. (Electronic submission of Bid ⁴)
Conditions and Procedures for electronic submission and opening, if allowed	<p>Official Address for e-submission: Official Address for e-submission: UNDP ATLAS E-tendering system. https://etendering.partneragencies.org</p> <ul style="list-style-type: none"> ▪ Format: PDF, Word, Excel and JPG ▪ Max. File Size per attachment: 8 MB ▪ Max. No. of attachments: <i>Not limited</i> ▪ Virus Scanning Software to be Used prior to transmission: <i>Any Standard Antivirus Software</i> <p><input checked="" type="checkbox"/> Financial Proposal must be submitted as a separate file encrypted with a password. None of the financial proposal data is disclosed in other documents of the submission. UNDP shall request password for opening the Financial Proposal only from the Proposers who pass the Technical Evaluation as per the criteria established and disclosed in the solicitation document. The Proposer shall assume the responsibility for not encrypting the financial proposal.</p>
Pre-proposal Conference	Shall not take place

Annex 3: Terms of Reference

Implementation of a livelihoods survey analysis covering 100 households in the AliceGhan Township, in Northern Kabul.

A. *AliceGhan Livelihoods Survey and report*

UNDP Global Mission Statement:

UNDP is the UN's global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. We are on the ground in 166 countries, working with national counterparts on their own solutions to global and national development challenges.

UNDP Afghanistan Mission Statement:

UNDP supports stabilization, state-building, governance and development priorities in Afghanistan. UNDP supports, in partnership with the Government, the United Nations system, the donor community and other development stakeholders, has contributed to institutional development efforts leading to positive impact on the lives of Afghan citizens. Over the years, UNDP support has spanned such milestone efforts as the adoption of the Constitution; Presidential, Parliamentary and Provincial Council elections; institutional development through capacity-building to the legislative, the judicial and executive arms of the state, and key ministries, Government agencies and commissions at the national and subnational levels. UNDP has played a key role in the management of the Law and Order Trust Fund, which supports the Government in developing and maintaining the national police force and in efforts to stabilize the internal security environment.

UNDP Livelihoods and Resilience Unit:

The UNDP Livelihoods and Resilience Unit supports the government of Afghanistan to create livelihood opportunities and reduce poverty, especially among the most vulnerable groups. It works with businesses to create jobs and economic growth, and with the government to support productive infrastructure and value chain linkages, link rural areas to markets and develop new forms of employment, including in the sustainable mining sector.

B. *Project Context*

The AliceGhan Township was built in northern Kabul's Qarabagh District for landless Afghan returnees and internally displaced persons (IDPs) with funding from the Australian Government. In 2006 the project was implemented by UNDP in close partnership with the Ministry of Refugees and Repatriations (MoRR), the Ministry of Urban Development (MUD), the Kabul Governor's Office, the United Nations High Commissioner for Refugees (UNHCR) and the United Nations Human Settlements Programme (UN-HABITAT). By 2011 more than 1,025 houses, roads, a school and a community centre had been constructed, further skills trainings for women had been provided. From 2011-2015 the National Area-Based Development Programme (NABDP), UNDP and Ministry of Rural Rehabilitation and Development (MRRD) took over the responsibility of establishing a permanent water supply system in AliceGhan.

With years of experience implementing similar projects across Afghanistan, NABDP successfully built a water reservoir and connected AliceGhan to the national grid system to power water pumps. NABDP also provided families and public buildings with 320 solar panels for lighting and skills trainings for 200 women. In 2016, the project completed all construction work apart from basic aesthetic work such as painting. In total, the project improved 300 houses, adding indoor latrines, kitchens, boundary walls and storage rooms to the original structures. In addition, the project extended public water taps into the 300 private houses to prevent conflict associated with sharing water costs as well as to encourage more efficient use of water, including productive activities such as backyard vegetable gardening. Moreover, the project completed four trainings for 126 local women on tailoring, bed set and blanket making, embroidery and handicraft. These trainings lasted for five months improving the women’s skills and allowing them to market their goods, providing economic empowerment for them and their families.

C. Scope of Services, Expected Outputs and Target Completion

Going forward, greater information is needed regarding the livelihood situation within the township and economic opportunities in the region. Information regarding education, employment, skill sets and income is required as well as an outline of the economic opportunities facing the township. In order to do this, a livelihoods survey needs to be conducted. The survey will result in a greater understanding of the current socio-economic condition of the township, the demographic outline, and the benefits the residents have realized from the relevant UNDP programmes as well as an economic map of the region. The idea is to understand the relevant gaps and needs of the residents while also looking to source possible areas of economic employment in the near future.

The selected firm will work with the UNDP Livelihoods and Resilience Unit in the UNDP Country Office in analyzing the information and developing the AliceGhan livelihoods report. The information gathered aims to assist UNDP and MRRD going forward in the development of AliceGhan and ensuring its sustainability and improved livelihoods of its residence. The selected firm will, while consulting with UNDP, develop the AliceGhan livelihoods report based on the livelihoods survey.

The major activities expected to be undertaken by the Service Provider are:

1. Conduct a livelihoods survey of 100 households based on a survey developed by the selected firm with support and consultation from UNDP.
2. Develop a socio-economic database for the township, the database should be a compiled from the survey results in output 1. This should be delivered in excel and preferable in one of STATA or R. Data is to be delivered in both long and wide formats.
3. Complete an economic opportunities chapter for the report outlining the economic profile of the local and surrounding areas of AliceGhan. This should include an outline of local industries and interviews with industry representatives, areas of labor demand or possible skill shortages, economic issues such as infrastructure development, a lack of services etc. The purpose of this is to understand the reality of economic opportunities facing those living in the AliceGhan township and areas of development for future employment generation activities.
4. Develop the AliceGhan livelihoods chapter for the report, this should include thematic issues over gender equality, skill base and levels of employment, access to services, education attainment, demographic outline, satisfaction on current amenities, income generation and population projections based on the data collected in the economic and livelihoods survey.

D. Deliverables

Deliverable	Timeline
Prepare and submit a detailed work plan/ implementation plan of the assignment in consultation with the UNDP focal point	1 week after signing of the contract
Draft reports on: * 1. Complete Livelihood survey 2. Complete socio-economic database. 3. Economic opportunities chapter for the report 4. Livelihoods chapter	5 weeks after signing of the contract
Final reports on: * 1. Complete Livelihood survey 2. Economic opportunities chapter for the report 3. Livelihoods chapter	8 weeks after signing of the contract
Presentation of findings to relevant Government and UN agencies involved in the AliceGhan township.	9 weeks after signing

* UNDP shall provide feedback on the draft reports within maximum 5 working days.

E. Institutional Arrangement

- a) The principle responsibility for managing this survey resides with UNDP Afghanistan. The contractor will be responsible for all logistical services including facility, personnel, support and security services. The contractor shall directly report to the UNDP nominated focal point; all reports shall be submitted to UNDP focal point. UNDP shall assess the quality and performance of the contractor and provide feedback as and when necessary.
- b) UNDP shall not provide office space to the contractor. The Contractor is expected have their own office in Kabul/Afghanistan. However, for meetings, the Contractor shall visit to UNDP office in UNOCA Compound.

F. Duration of the Work

The total duration of the assignment will be 45 working days over a 9-week period.

G. Location of Work

The field data collection will be conducted in the AliceGhan Township in Kabul's Qarabagh District located around 45 km north of central Kabul. The Livelihoods team and MRRD can assist with local community engagement to ensure the survey is conducted in the best possible manner for the selected firm. This can include engaging with the local community leaders (CDC leadership) to inform them of when the survey will be conducted

H. Qualifications of the Successful Service Provider at Various Levels

- a) Submit a valid business license for the company
- b) Provide copies of contracts for two similar contracts for the past 5 years, including their value and duration.
- c) Bidders shall provide a technical proposal ensuring that they understand and meet the technical requirements of the assignment, able to conduct the works within Afghanistan and have experience conducting studies among the rural populations in conflict countries/settings.

- d) Bidders shall provide CVs of their key personnel who meet the minimum qualifications and experience requirements;

Position	General qualifications and experience
Key Professional Staff	
Team leader (CV required)	<p><u>Academic Qualifications</u></p> <ul style="list-style-type: none"> • Master’s degree in related field (development, economics, statistics) <p><u>Experience</u></p> <ul style="list-style-type: none"> • Minimum 7 years of relevant experience • Experience working in Afghanistan • Experience designing, conducting socioeconomic household surveys and presenting results and recommendations to Governments, UN agencies and civil society • Excellent communication, analytical skills, writing and presentation skill <p><u>Language</u></p> <ul style="list-style-type: none"> • Excellent written and oral English skills a necessary requirement
Team expert (CV required)	<p><u>Academic Qualifications</u></p> <ul style="list-style-type: none"> • Master’s degree in development, economics, statistics <p><u>Experience</u></p> <ul style="list-style-type: none"> • Minimum 3 years’ relevant experience including: questionnaire design and administration and data analysis (qualitative and quantitative) • Good drafting skills • Experience of working in Afghanistan • Excellent communication and analytical skills • Experience with data programmes (STATA or R) an advantage <p><u>Language</u></p> <ul style="list-style-type: none"> • Excellent written and oral English skills a necessary requirement
Local survey team	<p><u>Experience</u></p> <ul style="list-style-type: none"> • Experience dealing with local populations • Experience dealing with returnees and or refugees/IDPs • Experience conducting socio-economic surveys in Afghanistan <p><u>Language</u></p> <ul style="list-style-type: none"> • Team of surveyors to have excellent written and verbal skills (Pashtun and Dari) who will be able to accurately conduct the survey with the local population in a clear manner.

I. Cost Proposal and Schedule of Payments

The firm should submit a price proposal as below:

1. Daily fee-the contractor shall propose a daily fee for each team member which should be inclusive of professional fees, local communication costs and insurance (inclusive of medical evacuation) and the number of working days for each team member.

The total contract price, inclusive of the above elements, shall be converted into a lump sum contract and payments under the contract shall be made on submission and acceptance of deliverables under the contract in accordance with the above-mentioned schedule of outputs.

Payment to the contractor shall be make in the following manner:

Deliverable	Payment Percentage
Prepare and submit a detailed work plan/ implementation plan of the assignment in consultation with the UNDP focal point	10%
Draft reports on: * 1. Complete Livelihood survey 2. Complete socio-economic database. 3. Economic opportunities chapter for the report 4. Livelihoods chapter	30%
Final reports on: * 1. Complete Livelihood survey 2. Economic opportunities chapter for the report 3. Livelihoods chapter	40%
Presentation of findings to relevant Government and UN agencies involved in the AliceGhan township.	20%

J. Recommended Presentation of Proposal

- For the proposal, the firm should include examples of surveys conducted in Afghanistan or other conflict countries in the past five years, examples of statistical analysis and examples of reporting on economic and social issues or any other relevant issues. Examples of data visualization is an asset.
- A project outline including the specific delivery of outputs.
- The CVs of the research team and team leader involved.

K. Criteria for Selecting the Best Offer

Lowest price method – where the award will be made to the qualified/responsive company who offered the lowest price. A proposal shall be considered qualified/responsive if the technical proposal receives minimum 70% score and above.

L. Annexes to the TOR

Sample survey

1. Basic info (to be filled by field officer):

Cluster number	HH number	Main respondent name	Resp. gender	Phone number

Number of family members	Number of men	Number of women	Number of family members aged 60+	Number of family members aged under 18	Number of children (0-18) in school	If there are children are out of school, what is the reason?
						1. too young to attend
						2. no access
						3. costs
						4. work
						5. other (please explain)

Number of men working	Number of women working	Number of unemployed people seeking work	Number of literate family members	Number of literate men	Number of literate Women	Number of literate children

	Education level of adult 1	Education level of adult 2	Education level of adult 3	Education level of adult 4	Education level of adult 5
Sex(male/female)					
Education level (no education, primary secondary, tertiary)					
Literate/illiterate					

Sources of income (multiple - choose one to three major sources):	Income by sector (multiple - choose up to three options):	Household income (monthly, Afg)	Do you earn enough to cover the basic family expenses (food, clothing, education, health)	Do you earn enough money to save? (yes/no)	Are you concerned about your economic situation in the near future? (yes/no)
1. farming	1. agriculture				

2. casual labor	2. construction				
(hired by the hour/day)	3. transport				
3. trade	4. manufacturing (food; clothing; furniture; handicraft etc.)				
4. salaried employment	5. service (cleaning; waiter etc.)				
5. other (please explain)	6. mining				
	7. administration				
	8. other (please explain)				

	Does the household have a woman who has benefited from the provided textiles training?	If so how many people have been trained?	How much monthly income does each woman bring in on average from textile activities?

Skills of family members who are seeking work (multiple - choose up to 3 major skills):	Reasons family members not working (multiple - choose up to three major reasons):
1. farming	1. no opportunities
2. construction	2. housework and look after children
3. driving	3. cannot afford transport cost
4. food processing	4. cannot afford other cost
5. tailoring	5. disability
6. handicraft	6. other (please specify)
7. furniture making	
8. trading; business management	
9. administration	
10. others (please specify)	

Does the household have a boundary wall currently? (yes/no)	
Are women allowed to work outside the household? (yes/no)	
Are children allowed to work outside the household? (yes/no)	
Are those looking for work aware of any opportunities within the area of AliceGhan? (yes/no)	
Would childcare facilities allow women	

to work? (yes/no)	
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2. Housing (to be filled by survey participant):

Questions:	Strongly disagree	Disagree	Neutral	Agree	Strongly agree
I feel happy about the houses I inhabit overall?	1	2	3	4	5
I feel happy about the kitchen space I have currently?	1	2	3	4	5
I feel happy about the toilet I have currently?	1	2	3	4	5
I have enough space to store my belongings currently?	1	2	3	4	5
I feel safe in my house?	1	2	3	4	5
My children (aged 5-14) normally play outside the house without my supervision? (only circle the answer if applicable)	1	2	3	4	5

3. Infrastructure (to be filled by survey participant)

Questions:	Strongly disagree	Disagree	Neutral	Agree	Strongly agree
I can use solar panels for lighting in the room?	1	2	3	4	5
I have access to water every day?	1	2	3	4	5
I have enough water every day?	1	2	3	4	5
I can access medical facilities easily if needed	1	2	3	4	5
My children have access to school if needed	1	2	3	4	5

Annex 4: FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁵

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁶)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider – (30 Points)

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) *Company Profile, which should not exceed fifteen (15) pages*
- b) *At-least 2 similar contracts for the past 5 years, including their value and duration*
- c) *Up to date Certificate of Registration of the business from relevant authority.*
- d) *Statement of Satisfactory Performance from the Top 03 (three) Clients for media related service.*
- e) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- f) *Structure of the team, including the names, position in the team and CVs of Key personnel:*
 - *Team Leader (1 CV required)*
 - *Team Expert (1 CV required)*

B. Proposed Methodology for the Completion of Services – (40 Points)

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel – (30 Points)

⁵ This serves as a guide to the Service Provider in preparing the Proposal.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Detailed CVs of the following key personnel:

- a) Team Leader
- b) Team Expert

D. Cost Breakdown per Deliverable*

Deliverable	Payment Percentage	Amount (USD)
Prepare and submit a detailed work plan/ implementation plan of the assignment in consultation with the UNDP focal point	10%	
Draft reports on: * 5. Complete Livelihood survey 6. Complete socio-economic database. 7. Economic opportunities chapter for the report 8. Livelihoods chapter	30%	
Final reports on: * 4. Complete Livelihood survey 5. Economic opportunities chapter for the report 6. Livelihoods chapter	40%	
Presentation of findings to relevant Government and UN agencies involved in the AliceGhan township.	20%	
Total	100%	USD...

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

[Name and Signature of the Service Provider's
Authorized Person]
[Designation]

[Date]

Annex 5: General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of

the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the

Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to

perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.